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IN THE CIRCUIT COURT OF  
MONTGOMERY COUNTY, ALABAMA

DONALD BELL; KATRINA BELL;

Plaintiffs,

vs.

CIVIL ACTION NO. CV-05 - 1582

TRAVELERS PROPERTY CASUALTY  
INSURANCE COMPANY;

Fictitious Defendants

"A", "B", and "C", whether singular  
or plural, those other persons,  
corporations, firms or other entities  
whose wrongful conduct caused  
or contributed to cause the injuries  
and damages to the Plaintiff, all of  
whose true and correct names are  
unknown to Plaintiff at this time,  
but will be added by amendment  
when ascertained,

Defendants.

COMPLAINT

STATEMENT OF THE PARTIES

1. Plaintiff Donald Bell is over the age of nineteen years and is a resident citizen of Montgomery County, Alabama.

2. Plaintiff Katrina Bell is over the age of nineteen years and is a resident citizen of Montgomery County, Alabama.

3. Defendant Travelers Property Casualty Insurance Company (hereinafter referred to as "Travelers") is a foreign corporation doing business by agent in Montgomery County, Alabama.

4. Fictitious Defendants "A", "B", and "C" whether singular or plural, are those other persons, firms, corporations, or other entities whose wrongful conduct caused or

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contributed to cause the injuries and damages to the Plaintiffs, all of whose true and correct names are unknown to Plaintiffs at this time, but will be substituted by amendment when ascertained.

#### **STATEMENT OF THE FACTS**

5. In or around June 26, 2004, Plaintiffs purchased a Travelers homeowners insurance policy to cover and/or insure their home/property located in Wilcox County at 9030 County Road 59 in Pineapple, Alabama and maintained aforementioned policy by paying the necessary premiums to keep said policy in force.

6. On or about September 14, 2004, Plaintiff's home and contents sustained major damage due to Hurricane Ivan, and Plaintiffs contacted Defendant Travelers immediately thereafter, followed the provided procedures, and filed a claim for benefits due under their policy of insurance. However, at all times material hereto Defendant Travelers has failed and/or refused to pay for said covered damages and losses.

#### **COUNT ONE**

7. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

8. At all times herein, Defendant Travelers was under a contractual obligation to pay benefits owed to Plaintiffs under the aforementioned homeowner's policy of insurance.

9. Defendant Travelers breached its contractual obligations by failing and refusing to properly pay the benefits due thereunder as set forth above.

10. As a proximate consequence of Defendant Travelers breach, Plaintiffs were injured and damaged as follows: Plaintiffs' property has not been repaired as promised;

Plaintiffs have been forced to rent a home and incur all related expenses; Plaintiffs have not been able to live in their home because it has not been properly repaired; Plaintiffs have lost the full use of their residence; toxic mold, fungus and mildew has invaded Plaintiffs home; Plaintiffs have suffered mental anguish and emotional distress and will continue to do so; and Plaintiffs were otherwise injured and damaged.

WHEREFORE, Plaintiffs demand judgment against Defendant Travelers in such an amount of compensatory damages as a jury deems reasonable, and may award, plus costs.

#### **COUNT TWO**

11. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

12. At all material times herein, Defendant Travelers was under a duty to use good faith in handling Plaintiffs' claim.

13. Defendant Travelers has intentionally, and in bad-faith, failed and/or refused to pay the benefits due under the aforesaid policy of insurance as set forth above.

14. As a proximate consequence, Plaintiffs were injured and damaged as set forth in paragraph 10 above.

WHEREFORE, Plaintiffs demand judgment against Defendant Travelers in such an amount of compensatory and punitive damages as a jury deems reasonable, and may award, plus costs.

#### **COUNT THREE**

15. Plaintiffs reallege all prior paragraphs of the Complaint as if set out here in full.

16. Defendant Travelers intentionally, and in bad faith, failed to fully investigate Plaintiffs' claim for the reasons set forth above.

17. As a proximate consequence, Plaintiffs were injured and damaged as set forth in paragraph 10 above.

WHEREFORE, Plaintiffs demand judgment against Defendant Travelers in such an amount of compensatory and punitive damages as a jury deems reasonable, and may award, plus costs.

  
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JERE L. BEASLEY (BEA020)  
W. DANIEL "DEE" MILES, III, (MIL060)  
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**JURY DEMAND**

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY ON ALL ISSUES OF THIS  
CAUSE.

  
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OF COUNSEL